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DAVID SEYDE; BRIAN KENNEDY;
EDGE OUTDOOR ADVERTISING,
LLC; EDGE OUTDOOR MEDIA, LLC;
ZOOMKUBE, LLC; and KENNEDY
OUTDOOR ADVERTISING, LLC

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**UNITED STATES DISTRICT COURT**

**CENTRAL DISTRICT OF CALIFORNIA**

**WESTERN DIVISION**

| | |
|---|---|
| AFFELD GRIVAKES LLP, a California limited liability partnership,<br><br>Plaintiff,<br><br>vs.<br><br>DAVID SEYDE, an individual; BRIAN KENNEDY, an individual; EDGE OUTDOOR ADVERTISING, LLC, a Delaware limited liability company; EDGE OUTDOOR MEDIA, LLC, a California limited liability company; ZOOMKUBE, LLC, a Delaware limited liability company; and KENNEDY OUTDOOR ADVERTISING, LLC, a Delaware limited liability company,<br><br>Defendants. | Case No. 2:17-cv-4098<br><br>**DEFENDANTS' NOTICE OF REMOVAL OF CIVIL ACTION UNDER 28 U.S.C. § 1441(a)**<br><br>**(Federal Question Jurisdiction)**<br><br>**COMPLAINT FILED:**<br>Los Angeles County Superior Court<br>Case No. BC 643962<br>December 15, 2017 |

**TO THE CLERK OF THE UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA:**

**PLEASE TAKE NOTICE** that Defendants David Seyde, Brian Kennedy, Edge Outdoor Advertising, LLC, Edge Outdoor Media, LLC, Zoomkube, LLC, and Kennedy Outdoor Advertising, LLC (collectively, "Defendants") hereby give notice of removal of the above-captioned action from the Superior Court of the State of California for the County of Los Angeles, Case No. BC 643962, to the United States District Court for the Central District of California, Western Division, pursuant to 28 U.S.C. §§ 1441 and 1446. Removal is made pursuant to 28 U.S.C. §§ 1331 and 1367 on the bases of federal question jurisdiction and supplemental jurisdiction on the grounds set forth below.

## I. TIMELINESS OF REMOVAL AND JOINDER OF DEFENDANTS

1. On December 15, 2016, the above-captioned action was commenced in the Superior Court of the State of California for the County of Los Angeles by the filing of a Complaint. A true and correct copy of the Summons, the Complaint (which was filed with redactions), Civil Case Cover Sheet, and Civil Case Cover Sheet Addendum and Statement of Location are attached hereto as **Exhibit A**.

2. By agreement between Plaintiff's counsel and Defendants' counsel, the Summons, Complaint and related documents were served on May 30, 2017. Therefore, the thirty-day removal period has not yet expired, and this Notice of Removal is timely under 28 U.S.C. § 1446(b). *See Murphy Bros., Inc. v. Michetti Pipe Stringing, Inc.*, 526 U.S. 344, 347-48 (1999) (thirty-day removal period runs from formal service of summons and complaint).

3. On December 16, 2016, the Honorable Michael L. Stern of the Los Angeles Superior Court issued an Order to Show Cause for a hearing on February 23, 2017 in Department 62 as to why the Complaint should not be dismissed for failure to file a proof of service of the Summons and Complaint as to all Defendants. A true and correct copy of the Order is attached hereto as **Exhibit B**.

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4. On December 16, 2016, Judge Stern issued a Notice of Case Management Conference to take place on March 5, 2017 in Department 62. A true and correct copy is attached hereto as **Exhibit C**.

5. On December 22, 2016, Plaintiff filed an Affidavit of Prejudice pursuant to California Code of Civil Procedure § 170.6. A true and correct copy of this Affidavit is attached hereto as **Exhibit D**.

6. On December 23, 2017, Department 1 of the Los Angeles Superior Court granted the preemptory challenge, vacated all pending court dates, and reassigned the case to the Honorable Richard Fruin in Department 15. A true and correct copy of the Order is attached hereto as **Exhibit E**. This order was served on Defendants as of May 30, 2017.

7. The action was stayed by the Plaintiff on January 12, 2017 pending a non-binding fee arbitration before the Los Angeles County Bar Association. A true and correct copy of the Notice of Stay of Action Pending Business and Professions Code §§ 6200 *et seq*. Arbitration is attached hereto as **Exhibit F**. The Notice of Stay contains a proof of service upon attorney Paul N. Crane of Kehr, Schiff & Crane, LLP, who served as counsel for Defendants in the Los Angeles County Bar Arbitration.

8. Plaintiff filed a Notice of Resumption of Action on approximately May 26, 2017, a true and correct copy of which is attached as **Exhibit G**. This notice was served on Defendants as of May 30, 2017.

9. All Defendants consent to this removal, but because no Defendant has been served with the Summons or Complaint, their consent to removal is not required. *See Destfino v. Reiswig*, 630 F.3d 952, 957-58 (9th Cir. 2011).

10. The Complaint attached hereto was the first pleading, notice, order, or other paper from which it could be ascertained that the case is removable.

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## II. GROUNDS FOR REMOVAL

11. This Court has original jurisdiction of this action under 28 U.S.C. § 1331 because the action is one that is founded on a claim or right "arising under the Constitution, laws, or treaties of the United States," and this action may be removed to this Court by Defendants pursuant to 28 U.S.C. § 1441(a), in that it is a civil action brought in a state court of which the district courts of the United States have original jurisdiction. *See Avco Corp. v. Aero Lodge No. 735*, 390 U.S. 557, 560 (1988).

12. Federal question jurisdiction exists based on a claim arising under federal law, namely Plaintiff's claim for violation of the Racketeer Influenced and Corrupt Organizations ("RICO") Act, 18 U.S.C. § 1962(a).

13. The Court may exercise supplemental jurisdiction over the other claims in the Complaint because they form part of the same case or controversy as the RICO claim. 28 U.S.C. § 1367(a); *City of Chicago v. International College of Surgeons*, 522 U.S. 156, 165 (1997) (§ 1367(a) "applies with equal force to cases removed to federal court as to cases initially filed there; a removed case is necessarily one 'of which the district courts … have original jurisdiction' within the meaning of § 1367(a).")

## III. COMPLIANCE WITH OTHER REQUIREMENTS FOR REMOVAL

14. Defendants have attached all of the pleadings, process and orders in the State Court lawsuit that were served on them. *See* 28 U.S.C. § 1446(a). Defendants have also attached other pleadings, process and orders that they were able to locate from the State Court action.

15. Pursuant to 28 U.S.C. § 1446(d), written notice of the filing of this Notice of Removal will be given to Plaintiff and Plaintiff's counsel of record, and a copy of the Notice of Removal will be filed with the Clerk of the Superior Court of the State of California for the County of Los Angeles.

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16. In filing this Notice of Removal, Defendants respectfully reserve all defenses that may be available to them, including but not limited to, all defenses specified in Rule 12(b) of the Federal Rules of Civil Procedure. In addition, Defendants do not admit any of the factual allegations of the Complaint, and expressly reserves the right to contest those allegations at the appropriate time and place.

WHEREFORE, Defendants hereby remove the above-captioned action brought against them in Los Angeles Superior Court to the United States District Court, Central District of California, Western Division.

DATED: June 1, 2017

Respectfully submitted,

KINSELLA WEITZMAN ISER
KUMP & ALDISERT LLP

By: *￼/s/ Gregory J. Aldisert*
Gregory J. Aldisert
Attorneys for Defendants
David Seyde; Brian Kennedy; Edge Outdoor Advertising, LLC; Edge Outdoor Media, LLC; Zoomkube, LLC; and Kennedy Outdoor Advertising, LLC

# EXHIBIT A

SUM-100

# SUMMONS
## (CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

FILED
Superior Court Of California
County Of Los Angeles

DEC 15 2016

Sherri R. Carter, Executive Officer/Clerk
By Charlie L. Coleman, Deputy

**NOTICE TO DEFENDANT:**
***(AVISO AL DEMANDADO):***

Additional Parties Attachment form is attached.
David Seyde, an individual

**YOU ARE BEING SUED BY PLAINTIFF:**
***(LO ESTÁ DEMANDANDO EL DEMANDANTE):***

AFFELD GRIVAKES LLP, a California Limited Liability Partnership

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (*www.lawhelpcalifornia.org*), the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of $10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

***¡AVISO!*** *Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.*

*Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.*

*Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de $10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.*

The name and address of the court is:
*(El nombre y dirección de la corte es):* Stanley Mosk Courthouse
111 N. Hill Street
Los Angeles, California 90012

CASE NUMBER:
*(Número del Caso):*
BC 6 4 3 9 6 2

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
*(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):*
David W. Affeld SBN 123922, 2049 Century Park East, Ste. 2460, Los Angeles, CA 90067 (310) 979-8700

DATE: December 15, 2016 DEC 15 2016
*(Fecha)*
**SHERRI R. CARTER**
Clerk, by *(Secretario)* C.L. COLEMAN, Deputy *(Adjunto)*

*(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)*
*(Para prueba de entrega de esta citatión use el formulario Proof of Service of Summons, (POS-010)).*

[SEAL]
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

**NOTICE TO THE PERSON SERVED:** You are served
1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of *(specify)*:

3. ☐ on behalf of *(specify)*:

under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other *(specify)*:

4. ☐ by personal delivery on *(date)*:

SUM-200(A)

| SHORT TITLE: AG LLP v. David Seyde, et al. | CASE NUMBER: |
|---|---|

**INSTRUCTIONS FOR USE**

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

**List additional parties** *(Check only one box. Use a separate page for each type of party.)*:

☐ Plaintiff ☑ Defendant ☐ Cross-Complainant ☐ Cross-Defendant

DAVID SEYDE, an individual; BRIAN KENNEDY, an individual; EDGE OUTDOOR ADVERTISING, LLC, a Delaware limited liability company; EDGE OUTDOOR MEDIA, LLC, a California limited liability company; ZOOMKUBE, LLC, a Delaware limited liability company; and KENNEDY OUTDOOR ADVERTISING, LLC, a Delaware limited liability company

12/15/2016

Page 2 of 2

Form Adopted for Mandatory Use
Judicial Council of California
SUM-200(A) [Rev. January 1, 2007]

**ADDITIONAL PARTIES ATTACHMENT**
**Attachment to Summons**

David W. Affeld, State Bar No. 123922
Christopher Grivakes, State Bar No. 127994
AFFELD GRIVAKES LLP
2049 Century Park East, Ste. 2460
Los Angeles, CA 90067
Telephone: (310) 979-8700
Facsimile: (310) 979-8701

Attorneys for Affeld Grivakes LLP

FILED
Superior Court Of California
County Of Los Angeles

DEC 15 2016

Sherri R. Carter, Executive Officer/Clerk
By Charlie L. Coleman, Deputy

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90012
D 62 Stern

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES, CENTRAL DISTRICT

AFFELD GRIVAKES LLP, a California limited liability partnership,

Plaintiff,

v.

DAVID SEYDE, an individual; BRIAN KENNEDY, an individual; EDGE OUTDOOR ADVERTISING, LLC, a Delaware limited liability company; EDGE OUTDOOR MEDIA, LLC, a California limited liability company ; ZOOMKUBE, LLC, a Delaware limited liability company; and KENNEDY OUTDOOR ADVERTISING, LLC, a Delaware limited liability company,

Defendants.

Case No. BC 643962

**FILED PARTIALLY UNDER SEAL**

**COMPLAINT for:**

1. **Breach of Written Contract**
2. **Quantum Meruit**
3. **Violations of Racketeer Influenced and Corrupt Organizations Act [18 U.S.C. §1962(c)]**
4. **Fraud**
5. **Theft of Labor**
6. **Rescission**

**JURY TRIAL DEMANDED**

CIV/CASE: BC643962
LEA/DEF#:
RECEIPT #: CCH243111050
DATE PAID: 12/15/16 10:38 AM
PAYMENT: $435.00 310
RECEIVED:
CHECK: $435.00
CASH: $0.00
CHANGE: $0.00
CARD: $0.00

12/15/2016

Plaintiff Affeld Grivakes LLP, formerly known as Affeld Grivakes Zucker LLP ("AG"), complains against defendants David Seyde ("Seyde"), Brian Kennedy ("Kennedy"), Edge Outdoor Advertising, LLC ("EOA"), Edge Outdoor Media, LLC ("EOM"), ZoomKube, LLC ("ZoomKube"), and Kennedy Outdoor Advertising, LLC ("KOA'"), as follows:

**PRELIMINARY STATEMENT**

1. AG has redacted certain portions of this Complaint in anticipation that the defendants will claim that such portions contain information subject to the attorney-client privilege. AG intends to file a motion to unseal the redacted portions of the Complaint on the grounds that the attorney-client privilege does not apply in the first instance, has been waived, and/or is subject to the crime-fraud exception.

**SUMMARY OF ACTION**

2. This case arises out a corrupt scheme by the defendants to maximize their profits in the outdoor advertising (e.g., billboard) business in Southern California through the use of various illegal tactics, including swindling numerous law firms to obtain free or steeply discounted legal services.

3. Plaintiff is one of many law firms that have fallen prey to defendants' illegal scheme. Plaintiff performed services for defendants Seyde, Kennedy, EOA, EOM, ZoomKube, and KOA based on promises of payment for services rendered and costs advanced. Defendants made some payments early in the parties' relationship; made one payment of $50,000 in March 2016 for AG's legal services; have accrued a substantial balance owed of more than $600,000; and have refused to pay or fully reimburse AG for costs advanced. Plaintiff is informed and believes, and on that basis alleges, that defendants have swindled as many as 13 other law firms in similar fashion.

4. Defendants' illegal enterprise includes bribing public officials to obtain permits in favorable locations and/or to obtain an unfair advantage against

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their competition.

5. [redacted]

## PARTIES

6. AG is a California limited liability partnership with its principal place of business in Los Angeles, California. AG was formerly known as Affeld Grivakes Zucker LLP.

7. Plaintiff is informed and believes, and on that basis alleges, that defendant Seyde is an individual residing in Los Angeles County, California.

8. Plaintiff is informed and believes, and on that basis alleges, that defendant Kennedy is an individual residing in Los Angeles County, California.

9. Plaintiff is informed and believes, and on that basis alleges, that defendant EOA is a Delaware limited liability company with its principal place of business in Los Angeles County, California. Plaintiff is informed and believes, and on that basis alleges, that Kennedy and EOM each owns 50% of EOA.

10. Plaintiff is informed and believes, and on that basis alleges, that defendant EOM is a California limited liability company with its principal place of business in Los Angeles County, California. Plaintiff is informed and believes, and on that basis alleges, that Seyde owns 100% of EOM.

11. Plaintiff is informed and believes, and on that basis alleges, that defendant ZoomKube is a Delaware limited liability company with its principal place of business in Los Angeles County, California. Plaintiff is informed and believes, and on that basis alleges, that Seyde owns 100% of EOM.

12. Plaintiff is informed and believes, and on that basis alleges, that defendant KOA is a Delaware limited liability company with its principal place of

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business in Los Angeles County, California. Plaintiff is informed and believes, and on that basis alleges, that Kennedy owns 100% owner of KOA.

13. Plaintiff is informed and believes, and on that basis alleges, that Regency Outdoor Advertising, Inc. is a California corporation with its principal place of business in Los Angeles, California ("Regency"). Plaintiff is informed and believes, and on that basis alleges, that directly or indirectly, Kennedy is a 50% owner of Regency; and that directly or indirectly, Kennedy's brother Drake Kennedy owns the other 50% of Regency.

**FACTS COMMON TO ALL COUNTS**

***The Regency Entities***

14. The defendants are in the outdoor advertising business. Most of their business is comprised of outdoor billboards in Southern California.

15. Kennedy, along with his brother Drake, is the co-founder of Regency, which claims that it offers "the best and most effective locations in Southern California" in the "most prestigious areas" of Los Angeles County and Orange County. Regency claims that it has billboards "at LAX, on all major freeways, along the famous Sunset Strip, near the UCLA campus in Westwood Village, and in sight of Edison Field in Orange County, home of the Anaheim Angels."

16. The Kennedy brothers have also formed other outdoor advertising companies to serve difference regions in Southern California, including Corona Outdoor, Inc., Westminster Outdoor, Inc., Virtual Media Group, Inc., West Hollywood Properties LLC, and Skyline Outdoor Media LLC (together with Regency, the "Regency Entities").

17. The Kennedy brothers each owned a 50 percent interest in Regency, Corona Outdoor, Inc., Westminster Outdoor, Inc., Virtual Media Group, Inc., and West Hollywood Properties LLC. They each held a 40 percent interest in Skyline Outdoor Media LLC, with Seyde holding the remaining 20 percent interest.

18. The Kennedy brothers were each a director, officer, and shareholder

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or member of each of the Regency Entities.

19. Seyde was a member of Skyline Outdoor Media LLC and held a senior management position in Regency.

20. Plaintiff is informed and believes, and on that basis alleges, that all of the Regency Entities operate out of the same offices on Sunset Boulevard, in West Hollywood, California. Regency supplies all of employees and performs all of the accounting, sales, purchasing, and distribution functions for the Regency Entities. All employees of the Regency Entities report to Kennedy and Seyde.

21. In 2012, Kennedy and his brother Drake decided to sell the Regency Entities and hired an investment banking firm, Moelis & Company, to conduct the sale. As part of the proposed sale, Kennedy and Drake carved out various billboards that each would separately continue to own and manage under their own separate companies. Kennedy formed KOA for this purpose. Drake formed his own company for the same purpose.

22. Plaintiff is informed and believes, and on that basis alleges, that Kennedy has relied on Seyde for more than 16 years and continues to rely on Seyde for virtually all decisions concerning the Regency Entities, from large-scale strategy and vision down to the day-to-day management of the Regency Entities. Kennedy has delegated most decisions concerning the Regency Entities to Seyde. Kennedy then rubber-stamps Seyde's decisions.

***The Edge Entities***

23. Plaintiff is informed and believes, and on that basis alleges, that Kennedy and Seyde own EOA, which purports not to compete with the Regency Entities, but which also "offers both traditional and alternative outdoor advertising including bulletins, posters, scaffolding, transit and Spectacular displays." EOA claims that it has "developed and represented some of the most prestigious displays in Southern California."

24. Seyde has a pattern and practice of starting new entities in the outdoor

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advertising industry, shutting them down as soon as they are discovered by Drake Kennedy, and then opening new entities. This pattern is shown by EOA, EOM, ZoomKube, and Porter 24.

25. While working for the Regency Entities, Seyde pursued outdoor advertising business opportunities in cities outside of Los Angeles on behalf of himself and/or Kennedy.

***The Drake Kennedy Litigation***

26. On September 25, 2013, Drake Kennedy filed suit in the Los Angeles Superior Court, Case No. BC522560, in an action styled *Drake Kennedy vs. Regency Outdoor Advertising, Inc., Corona Outdoor, Inc., Westminster Outdoor, Inc., Virtual Media Group, Inc., West Hollywood Properties LLC, Skyline Outdoor Media LLC, Kennedy Outdoor Advertising LLC, Brian Kennedy and David Seyde* (the "Drake Kennedy Litigation"). The complaint alleges that Kennedy stopped communicating with Drake about most business matters; restricted Drake's access to company information and its books and records; looted and diverted corporate assets; refused to pay costs defending a lawsuit; stole valuable real estate located at the intersection of Sunset Boulevard and Queens Road from West Hollywood Properties LLP; and, with the assistance of Seyde, transferred the Sunset Boulevard and Queens Road property to KOA, an entity owned entirely by Kennedy. Drake's complaint alleged further that Seyde, with Kennedy's assistance, directly competed with Regency in the outdoor advertising business. Further, it alleged that Kennedy and Seyde created KOA to compete with the corporations and West Hollywood Properties LLC.

27. Seyde, Kennedy, EOA, EOM, ZoomKube, and KOA have retained a series of law firms to represent them in the Drake Kennedy Litigation and other matters.

28. In April of 2013, AG was hired to represent Seyde and EOA in *Emily Reamer v. EOA Advertising, LLC, et al.*, LASC No. BC 483 774 (the "Reamer

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Litigation"). In May of 2013, Seyde hired AG to represent Seyde in pre-litigation negotiations and mediation with Drake in the Drake Kennedy Litigation. Seyde later hired AG to represent Seyde-affiliated third parties EOA, EOM, and ZoomKube with respect to subpoenas served on them by Drake in the Drake Kennedy Litigation. At the specific request of Seyde and Kennedy, in November 2015, AG's representation was expanded to include Seyde, Kennedy and KOA also.

29. At the time it was hired, AG was unaware that the Seyde and Kennedy had perpetrated a scheme to swindle law firms by promising to pay market rates for services, delaying payment on invoices for as long as possible with repeated promises of payment, demanding huge and unjustified discounts, and falsely claiming that services were not properly rendered in order to browbeat law firms into submission.

***Summary of the swindle scheme***

30. The swindle scheme was implemented on numerous law firms by Seyde, Kennedy, and their affiliated entities over the years. Plaintiff is informed and believes, and on that basis alleges, that Seyde and Kennedy jointly devised and implemented the scheme to swindle the law firms. The firms they swindled include:

a. AG performed services in connection with the Drake Kennedy Litigation on behalf of Seyde and the Seyde-affiliated parties from May 17, 2013 to June 15, 2016. AG also performed services on behalf of Kennedy and KOA from November 2, 2015 to June 15, 2016. AG presented a written fee agreement in that litigation for signature. Seyde repeatedly promised that he and Kennedy, on whose behalf he acted, would sign the agreement. They never did. AG presented invoices for payment, but only a small portion of the balance was paid. AG attempted to compromise with the defendants and prepared agreements for their signature, and continued to perform services based on Seyde's and Kennedy's

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promises of payment, but the defendants never performed. The Seyde-affiliated parties owe AG a minimum of approximately $100,000 for services rendered in multiple matters from May 2013 to November 2, 2015, and all defendants jointly and severally owe AG the additional sum $529,982.45 for services rendered and costs advanced from November 2, 2015 to June 15, 2016, in the Drake Kennedy Litigation.

b. Shartsis Friese LLP ("Shartsis") performed services for Seyde and Kennedy in the Drake Kennedy Litigation from January 28, 2014 to October 21, 2015. Shartsis stated that it was owed a total of $991,347.03 for services rendered and costs advanced in the Drake Kennedy Litigation. On December 7, 2015, Shartsis requested that defendants identify and pay the *undisputed* portion of their invoices. In response, Seyde on behalf of himself and Kennedy took the position that all fees were disputed. Seyde and Kennedy refused to pay anything to Shartsis in or after December 2015.

c. Baute Crochetiere Gilford LLP ("Baute") performed services for the defendants in the Drake Kennedy Litigation from April 30, 2015 to November 23, 2015. Baute stated that it was owed a total of $91,403.98 for services rendered and costs advanced in the Drake Kennedy Litigation.

d. Freedman + Taitelman ("Freedman") was forced to sue Regency for unpaid fees of $259,435.29 in an action styled *Freedman + Taitelman LLP vs. Regency Outdoor Advertising, Inc.*, Los Angeles County Case No. BC527142.

e. Jackson Tidus f/k/a Jackson Demarco Tidus & Peckenpaugh was forced to sue Regency for unpaid fees of $405,681.59 in an action styled *Jackson DeMarco Tidus Peckenpaugh vs. Regency Outdoor*, Orange County Case No. 30-2009-00123766.

31. The swindle scheme also involved hiring new counsel to assist with challenging prior counsel's invoices for services rendered.

12/15/2016

32. Plaintiff is informed and believes, and on that basis alleges, that Seyde and Kennedy also implemented the swindle scheme against the following firms which (i) were forced to agree to discounts in order to get paid without litigation, went to fee arbitration, or wrote off sums owed, and (ii) entered into confidentiality agreements with the Regency Parties as a condition of settlement of their fee disputes: (1) Robins Kaplan LLP f/k/a Robins Kaplan Miller & Ciresi ("Robins"), which performed services for defendants from November 2013 to January 28, 2014 in connection with the *Drake Kennedy* action; (2) Gibson Dunn & Crutcher LLP; (3) Zubler Lawler & DelDuca LLP; (4) Irell & Manella LLP; (5) Manatt Phelps & Phillips LLP; (6) Rothman Law Offices; (7) Mitchell Silberberg & Knupp LLP; (8) Rutan & Tucker LLP; and (9) Jeffrey D. Segal, Esq.

## FIRST CAUSE OF ACTION

**(Breach of Written Contract)**

**(Against Seyde, EOA, EOM and ZoomKube)**

33. AG incorporates by reference the allegations of paragraphs 1-32 as though set forth in full herein.

34. AG had a pre-existing business relationship with Seyde and EOA before undertaking to represent him and his affiliated entities in the Drake Kennedy Litigation. From April 2013 to January of 2014, AG represented Seyde and EOA in the Reamer Litigation pursuant to a written fee agreement signed by Seyde on behalf of himself and EOA. The agreement initially contemplated AG's representation of Seyde and EOA only in the Reamer Litigation. However, it provided that

> [t]he scope may change if you ask us to provide different or additional services and we expressly and clearly accept your request in writing. Any such agreement to represent you in additional matters will specify which client we agree to represent and the particular additional matters in which we will represent each Client. If our

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engagement changes and the scope of our representation increases to additional matters, the terms set out in this letter will apply to the expanded engagement, unless we enter into a further agreement modifying or superseding this one.

35. The agreement was later modified to provide for AG's representation of Seyde and EOA, along with Seyde's entities EOM and ZoomKube, in the Drake Kennedy Litigation, as confirmed in numerous emails exchanged between the parties.

36. AG fully performed all of its obligations under the written fee agreement as modified.

37. Seyde breached his obligations to pay AG by failing and refusing to pay AG's invoices when rendered.

38. As a direct and proximate result of defendants' breach, AG has been damaged in the amount of at least $629,982.45, which includes $6,236.09 for unreimbursed costs advanced by AG.

**SECOND CAUSE OF ACTION**

**(Quantum Meruit)**

**(Against All Defendants)**

39. AG incorporates by reference the allegations of paragraphs 1-32 as though set forth in full herein.

40. Seyde, Kennedy, EOA, EOM, KOA, ZoomKube requested that AG perform legal services for them.

41. AG performed the legal services as requested.

42. Seyde, Kennedy, EOA, EOM, KOA, ZoomKube have failed and refused, without justification, to pay for legal services rendered by AG.

43. The reasonable value of the services provided by AG for which it has not received compensation was $629,982.45, which includes $6,236.09 for unreimbursed costs advanced by AG.

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## THIRD CAUSE OF ACTION

**(Violation of 18 U.S.C. §1962(c))**

**(Against All Defendants)**

44. AG incorporates by reference the allegations of paragraphs 1-32 as though set forth in full herein.

**Summary of RICO Claim**

45. AG brings this Count III against defendants pursuant to pursuant to Section 1964(c) of the Racketeer Influenced and Corrupt Organizations Act ("RICO"), 18 U.S.C. § 1961-1968, which confers a private right of action on any person injured in his business or property by reason of a violation of Section 1962 of RICO.

46. In this case, the RICO violation is the conduct of an enterprise's affairs through a pattern of racketeering activity in violation of 18 U.S.C. § 1962(c), namely the use of mail and wire in furtherance of a scheme to defraud or obtain services by means of false or fraudulent pretenses, representations, or promises, in violation of 18 U.S.C. § 1341 and § 1343 and California Penal Code §484(a) (theft of services).

47. The RICO enterprise is an association-in-fact comprised of several entities and their shareholders or members, including Seyde, Kennedy, EOA, EOM, KOA, ZoomKube and the Regency Entities (the "Seyde-Kennedy Enterprise"). The Seyde-Kennedy Enterprise is engaged in interstate commerce and provides outdoor advertising services to customers throughout the United States and internationally.

48. The Seyde-Kennedy Enterprise is a corrupt organization that for years has defrauded service providers using a distinct scheme and *modus operandi*.

49. The scheme operates as follows. The Seyde-Kennedy Enterprise will falsely represent to and promise lawyers that they will timely pay for services at full hourly rates. Sometimes, the Seyde-Kennedy Enterprise will partially pay

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initial invoices with promise of full payment. These false representations and promises regarding payment are intended to lull the service provider into believing that the Seyde-Kennedy Enterprise is acting in good faith and, based on that belief, continues providing services to the Seyde-Kennedy Enterprise without payment or while being underpaid.

50. After obtaining the services, the Seyde-Kennedy Enterprise will ignore invoices, drag out payment of invoices and then make only partial payments, and/or fabricate bogus "disputes" about the quality of services received, all in order to coerce the service provider into accepting final payment in an amount substantially less than what the enterprise legitimately owes.

51. The Seyde-Kennedy Enterprise has employed this scheme to cheat numerous law firms out of as much as millions of dollars over a period of years, as demonstrated by the remarkable similarity in the deceptive conduct, false pretenses, and artifices employed in numerous cases.

52. In this case, beginning in 2015 and continuing through 2016, the enterprise, under Kennedy's and Seyde's direction, devised and carried out a scheme to swindle AG using the same false pretenses, artifices, and misrepresentations described above. During this time period, the enterprise obtained more than $600,000 in legal services from AG with no intention of paying according to the terms of the written agreement between AG and Seyde or the parties' oral agreement as to Seyde, Kennedy, KOA, EOA, and EOM.

53. To string AG along, the Seyde-Kennedy Enterprise employed its usual lulling tactics. The Seyde-Kennedy Enterprise paid substantial costs bills, including reimbursement of more than $45,000 of costs AG had advanced on behalf of the enterprise for outsourced database management services, depositions and other expenses. The Seyde-Kennedy Enterprise also paid $50,000 in March of 2016, with promises that payments for services would be forthcoming.

54. The Seyde-Kennedy Enterprise made numerous false representations

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to AG that payments were "imminent," would be "delivered soon," would be deposited "in the mail," or somehow delayed based on a variety of pretexts. These misrepresentations were intended to induce – and did induce – AG into believing that the enterprise was acting in good faith.

55. On June 9 2016, Seyde negotiated a 50% discount of the estimated $100,000 in fees he, EOM, EOA and ZoomKube owed for services rendered before November 2, 2015, and a discount of $150,000 of fees owed by Seyde, Kennedy, EOM, EOA, and KOA, with the promise that he would secure Kennedy's performance of a payment schedule for services rendered after November 2, 2015, and with promises of future work. AG agreed to the discount in order to secure a payment schedule and the future work promised. The Seyde-Kennedy Enterprise did not perform any of these promises.

56. In carrying out its scheme to obtain legal services from AG by means of false or fraudulent pretenses, representations and promises, the Seyde-Kennedy Enterprise deposited material in the mail and transmitted material by wire, in violation of 18 U.S.C. §1341 and §1343. The details of the scheme and the defendants' predicate acts in furtherance thereof are alleged with particularity below.

57. The enterprise has employed the same methods to swindle numerous other law firms.

**The Enterprise**

58. The Seyde-Kennedy Enterprise is an association-in-fact comprised of several entities and their shareholders or members, including Seyde, Kennedy, EOA, EOM, KOA, ZoomKube and the Regency Entities.

59. All members of the enterprise operate out of the same offices on Sunset Blvd, in West Hollywood, California.

60. Seyde also operates the Seyde-Kennedy Enterprise out of an office in Canoga Park.

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61. Seyde, EOM, EOA, and Kennedy through his interest in Regency supply some or all of the Seyde-Kennedy Enterprise's employees and contractors and perform all of the enterprise's accounting, sales, purchasing, and distribution functions. All such employees and contractors, and thus all employees of the enterprise, report directly to Kennedy and Seyde.

62. Kennedy has control over the finances of the enterprise and each of its corporate members, and relies on Seyde to run day-to-day operations. Seyde makes substantially all of the decisions for the enterprise with the authorization, ratification, or approval of Kennedy.

**The Scheme to Swindle AG**

63. Between November 2015 and the present, the enterprise devised and carried out a scheme to obtain hundreds of thousands of dollars of legal services from AG by means of false or fraudulent pretenses, representations, and promises

64. During the time period alleged, EOA, EOM, KOA, ZoomKube, Kennedy and Seyde, on behalf of the enterprise and at Seyde's direction, emailed or telephoned numerous requests for AG to perform legal services.

65. At the time each such request was made, the enterprise had no intention of paying for the services in accordance with the terms of the parties' agreement.

66. Seyde and EOA, EOM, and ZoomKube initially, then Kennedy and KOA starting in November 2, 2015, made numerous requests for legal services with promises of payment at AG's standard hourly rates.

67. The dates on which the enterprise transmitted the requests for legal services are May 17, 2013 to June 15, 2016 in connection with the Drake Kennedy Litigation.

68. Kennedy and Seyde directed the enterprise to telephone and email requests for legal services in furtherance of the enterprise's scheme, in violation of 18 U.S.C. § 1341 and18 U.S.C. § 1343.

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69. To induce AG to forbear on its demands for payment, Seyde continually promised that AG would be paid for services rendered and costs advanced, and that payment would be by Kennedy. Kennedy delegated authority to Seyde and relied on Seyde to interact on his behalf with AG for purposes of AG's representation of Kennedy and his entities.

70. On behalf of himself and Kennedy, acting as Kennedy's agent with Kennedy's knowledge, authorization, and consent, Seyde made numerous false statements and representations to David Affeld of AG, over the telephone, from Southern California, Boston, New York, and Chicago, that AG would be paid for legal services rendered:

a. On April 23, 2016, Seyde on behalf of himself, Kennedy, EOA, EOM, and KOA promised that AG would be paid for services rendered and costs advanced in the Drake Kennedy Litigation. In reliance on Seyde's promises of payment, AG continued to perform services for Seyde, Kennedy, EOA, EOM and KOA in the Drake Kennedy Litigation.

b. On almost a daily basis from April 23, 2016 through June 15, 2016, Seyde represented and promised over the telephone to David Affeld of AG that payment would be made. In reliance on Seyde's promises of payment, AG continued to perform services for Seyde, Kennedy, EOA, EOM and KOA in the Drake Kennedy Litigation.

c. On June 2, 2016, Seyde signed a written agreement with AG for a 50% discount on the approximate $100,000 fees owed from May 2013 through November 2, 2015. Part of the consideration for the discount was that Seyde, Kennedy, EOA, EOM, and KOA would sign a separate written agreement relating to the fees owed from November 2, 2015 forward. Affeld regularly pressed Seyde for signatures. Seyde repeatedly promised that he and Kennedy would sign it but came up with numerous excuses for delaying signatures. Seyde's excuses included that he was out of town in Boston, New York, or Chicago; that

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Kennedy was busy or distracted by family issues and couldn't focus on the issue of payment to AG, but swore that Kennedy would sign it once his family issues resolved; and that it would be better for AG if the signatures were delayed until Seyde procured a check from Kennedy to be delivered at the same time as the signed agreement, because otherwise, Kennedy would be likely to delay delivery of a check even longer.

d. In May and June of 2016, Seyde represented and promised over the telephone to David Affeld of AG that Seyde, Kennedy, EOA, EOM, and KOA would continue using AG's services in the Drake Kennedy Litigation and would not substitute in the law firm of Drinker Biddle & Wreath LLP, which had been hired to prosecute an action on behalf of Kennedy against Drake in the Los Angeles Superior Court, styled *Brian Kennedy v. Drake Kennedy et al.*, Case No BS162711. Seyde reassured Affeld that if they had planned on replacing AG, they would have requested that AG provide Drinker Biddle with the password to obtain access to the document management system being used for the Drake Kennedy Litigation. Seyde's representations were false and intended to lull AG into providing additional services without payment. In reliance, AG provided additional services. On June 14, 2016, Seyde and Kennedy replaced AG with Drinker Biddle.

71. The above-described fraudulent scheme has been used by the enterprise to swindle numerous other law firms over a period of many years. The following examples demonstrate a long-term pattern of racketeering activity that poses a continuing threat of injury to other potential creditors involved in interstate commerce.

**The Scheme to Swindle Baute Crochetiere Gilford LLP ("Baute")**

72. Between April 30, 2015 to November 23, 2015, the enterprise, at Kennedy's and Seyde's direction and on behalf of the enterprise, made telephone and email requests for legal services to Baute.

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73. From April 30, 2015 to November 23, 2015, Kennedy and Seyde, acting for the enterprise, made numerous false representations to Mark Baute and David Crochetiere of the Baute firm, by telephone and email, that payments for legal services would be made.

74. Kennedy and Seyde, on behalf of the enterprise, telephoned and emailed all of the requests for legal services, and made all of the false representations concerning payments alleged herein, in furtherance of the enterprise's scheme to defraud Baute, in violation of 18 U.S.C. § 1341 and § 1343.

75. As with AG, the enterprise falsely promised that payment would be made for services rendered in order to induce the performance of further services, which the enterprise had no intention of paying, and while they were looking for new counsel that it could swindle.

**The Scheme to Swindle Shartsis Friese LLP ("Shartsis")**

76. Between January 28, 2014 to April 30, 2015, the enterprise, at Kennedy's and Seyde's direction and on behalf of the enterprise, made telephone and email requests for legal services to Shartsis.

77. From January 28, 2014 to April 30, 2015, Kennedy and Seyde, acting for the enterprise, made numerous false representations to Richard Munziger of Shartsis, by telephone and email, that payments for legal services would be made.

78. Kennedy and Seyde, on behalf of the enterprise, telephoned and emailed all of the requests for legal services, and made all of the false representations concerning payments alleged herein, in furtherance of Regency's scheme to defraud Shartsis, in violation of 18 U.S.C. § 1341 and § 1343.

79. As with AG, the Regency Parties falsely promised that payment would be made for services rendered in order to induce the performance of further services, which the Regency Parties had no intention of paying, and while the Regency Parties were looking for new counsel that it could swindle.

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**The Scheme to Swindle Freedman + Taitelman LLP ("Freedman")**

80. In 2007, Regency, at Kennedy's and Seyde's direction and on behalf of the enterprise, made telephone and email requests for legal services to Freedman.

81. From 2007 through March 2011, Kennedy and Seyde, acting for the enterprise, made numerous false representations to Freedman, by telephone and email, that payments for legal services would be made.

82. Regency telephoned and emailed all of the requests for legal services, and made all of the false representations concerning payments alleged herein, in furtherance of Regency's scheme to defraud Freedman, in violation of 18 U.S.C. § 1341 and § 1343.

83. As with AG, Regency falsely promised that payment would be made for services rendered in order to induce the performance of further services, which Regency had no intention of paying.

84. On November 12, 2013, Freedman filed a lawsuit against Regency which demanded $259,435.29.

**The Scheme to Swindle Other Law Firms**

85. On information and belief, the enterprise implemented their scheme to swindle other law firms using the same or similar methods to induce the performance of legal services that they had no intention of paying for or which they would delay paying based on a variety of false excuses in order to negotiate substantial discounts to which they were not entitled. The identities of such firms are set forth in paragraph 31 and incorporated herein by this reference.

**Additional Racketeering Activity**

86. In addition, as a corrupt organization, the enterprise has engaged in other criminal acts over a period of years, including bribery of public officials [redacted]

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**Bribery of Public Officials**

87. According to a press release issued by the U.S. Department of Justice, the former mayor of Lynwood, Paul Richards, was convicted on federal corruption charges for orchestrating a scheme that defrauded city residents by funnelling city business, including "exorbitant no-bid contracts", to a "consulting company" he and his family controlled. Regency was the beneficiary of no-bid contracts to construct billboards along the Century Freeway (I-105). During the trial, a lobbyist acting on behalf of Regency, David N. Smith, testified that he gave Richards an illegal campaign contribution while Richards was negotiating the billboard contract. Smith had previously pleaded guilty to making a corrupt payment to Richards.

88. [redacted]

89. [redacted]

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[redacted]

**Injury**

92. The enterprise's predicate acts, as alleged herein, induced AG to (1) believe that the enterprise was acting in good faith, (2) continue its normal business relationship with the enterprise, and (3) honor the enterprise's requests for additional services.

93. But for the enterprise's false and fraudulent assurances of good faith, false representations concerning payments, and fraudulent submission of bogus complaints regarding services, AG would not have honored the enterprise's requests for legal services during the time period alleged.

94. Accordingly, the enterprise's scheme and the defendants' predicate acts in furtherance thereof have proximately caused injury to AG's business and property in an amount totaling at least $629,982.45.

95. AG prays for judgment against the defendants awarding threefold the actual damages sustained by reason of their violation of Section 1962 of RICO; for the cost of this suit including a reasonable attorney's fee; and for all other relief to which AG is entitled.

**FOURTH CAUSE OF ACTION**

**(Fraud)**

**(Against All Defendants)**

96. AG incorporates by reference the allegations of paragraphs 1-32 and 45-94, as though set forth in full herein.

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97. Seyde and Kennedy, both individually and on behalf of EOA, EOM, KOA, and ZoomKube, orally represented to AG that they would pay AG for legal services rendered to them by AG.

98. The oral representations were intentionally false when made and were intended to induce AG to perform services for defendants which defendants had no intention of paying.

99. AG reasonably believed that the foregoing representations were true, and in reasonable reliance thereon performed legal services for Seyde, Kennedy, EOA, EOM, KOA, and ZoomKube.

100. As a direct and proximate result of the foregoing misrepresentations, AG has been damaged in the amount of at least $629,982.45.

101. AG is entitled to punitive damages to punish defendants for their fraudulent, oppressive and malicious conduct, to set an example, and to deter future similar misconduct.

102. Kennedy and Seyde were at all times acting as the managing agents for the entity defendants in this Cause of Action which authorized and ratified their conduct.

## FIFTH CAUSE OF ACTION

**(Theft of Labor)**

**(Against All Defendants)**

103. AG incorporates by reference the allegations of paragraphs 1-32 as though set forth in full herein.

104. Seyde, Kennedy, EOA, EOM, KOA, and ZoomKube, have stolen legal services, i.e., labor, from AG.

105. Penal Code §484(a) defines theft to include theft of labor or services.

106. AG is entitled to recover the amount of services stolen from it by defendants in the amount of $629,982.45, less the $6,236.09 of unreimbursed costs advanced by AG.

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107. Anything that could be the subject of the theft can also be property under Penal Code §496 (a). Pursuant to Penal Code §496(c), AG is entitled to recover the treble damages and attorney's fees for the foregoing theft of labor or services.

**SIXTH CAUSE OF ACTION**

**(Rescission)**

**(Against Seyde, EOA, EOM and ZoomKube)**

108. AG incorporates by reference the allegations of paragraphs 1-32 as though set forth in full herein.

109. On June 9, 2016, AG entered into a written agreement with Seyde, EOA, EOM and ZoomKube compromising the amount they owed AG for the time frame up to October 31, 2015 (the "Compromise Agreement").

110. AG entered into the Compromise Agreement in reliance on the written promise contained therein that Seyde, Kennedy and KOA would execute an agreement compromising the amount they owed AG for services rendered from October 31, 2015 forward.

111. The Compromise Agreement fails because of the failure of consideration. Seyde, Kennedy and KOA never executed an agreement compromising the amount they owed for services rendered from October 31, 2015 forward as promised.

112. Paragraph 2 of the Compromise Agreement required Seyde to pay $25,000 by December 1, 2016. Seyde has not made that payment. This is an additional failure of consideration.

113. Seyde's promises were false when made. Seyde, Kennedy and KOA had no intention of executing a compromise agreement for services rendered from October 31, 2015 forward as promised.

114. AG is thus entitled to rescission of the Compromise Agreement.

115. AG is entitled to punitive damages to punish defendants for their

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fraudulent, oppressive and malicious conduct, to set an example, and to deter future similar misconduct.

116. Seyde were at all times acting as the managing agents for the entity defendants in this Cause of Action which authorized and ratified their conduct.

**PRAYER FOR RELIEF**

Plaintiff prays judgment in his favor and against Defendants as follows:

As against all Defendants as to the First and Second Causes of Action:

1. For general damages in an amount according to proof, of at least $629,982.45;

As against all Defendants as to the Third Cause of Action:

2. For general damages in an amount according to proof, of at least $629,982.45, plus treble damages under Section 1962 of RICO and reasonable attorney's fees;

As against all Defendants as to the Fourth Cause of Action:

3. For general damages in an amount according to proof, of at least $629,982.45, plus punitive damages;

As against all Defendants as to the Fifth Cause of Action:

4. For general damages in an amount according to proof, of at least $629,982.45, plus treble damages under Penal Code §496(c) and reasonable attorney's fees;

As against Defendants Seyde, EOA, EOM and ZoomKube as to the Sixth Cause of Action:

5. For rescission of the Compromise Agreement between AG, Seyde, EOA, EOM, and ZoomKube dated June 9, 2016, plus punitive damages;

As Against All Defendants on all Causes of Action:

6. For prejudgment interest on all damages awarded by this Court;

7. For costs of suit incurred herein; and

8. For such additional and further relief which the court deems just and

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proper.

DATED: December 14, 2016

AFFELD GRIVAKES LLP

By: [signature]
David W. Affeld
Attorneys for AFFELD GRIVAKES LLP

**DEMAND FOR JURY TRIAL**

Plaintiff Affeld Grivakes LLP demands a jury trial on all matters triable by a jury.

DATED: December 14, 2016

AFFELD GRIVAKES LLP

By: [signature]
David W. Affeld
Attorneys for AFFELD GRIVAKES LLP

12/15/2016

CM-010

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Superior Court Of California
County Of Los Angeles
DEC 15 2016
Sherri R. Carter, Executive Officer/Clerk
By ______ , Deputy
Charlie L. Coleman

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles
STREET ADDRESS: 111 N. Hill Street
MAILING ADDRESS: 111 N. Hill Street
CITY AND ZIP CODE: Los Angeles 90012
BRANCH NAME: Stanley Mosk Courthouse

CASE NAME:
AG, LLP v. David Seyde, et al.

# CIVIL CASE COVER SHEET

☑ **Unlimited** (Amount demanded exceeds $25,000)
☐ **Limited** (Amount demanded is $25,000 or less)

**Complex Case Designation**
☐ Counter ☐ Joinder
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER: BC 6 4 3 9 6 2

JUDGE:

DEPT:

*Items 1–6 below must be completed (see instructions on page 2).*

1. Check **one** box below for the case type that best describes this case:

**Auto Tort**
☐ Auto (22)
☐ Uninsured motorist (46)

**Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort**
☐ Asbestos (04)
☐ Product liability (24)
☐ Medical malpractice (45)
☐ Other PI/PD/WD (23)

**Non-PI/PD/WD (Other) Tort**
☐ Business tort/unfair business practice (07)
☐ Civil rights (08)
☐ Defamation (13)
☐ Fraud (16)
☐ Intellectual property (19)
☐ Professional negligence (25)
☐ Other non-PI/PD/WD tort (35)

**Employment**
☐ Wrongful termination (36)
☐ Other employment (15)

**Contract**
☐ Breach of contract/warranty (06)
☐ Rule 3.740 collections (09)
☐ Other collections (09)
☐ Insurance coverage (18)
☑ Other contract (37)

**Real Property**
☐ Eminent domain/Inverse condemnation (14)
☐ Wrongful eviction (33)
☐ Other real property (26)

**Unlawful Detainer**
☐ Commercial (31)
☐ Residential (32)
☐ Drugs (38)

**Judicial Review**
☐ Asset forfeiture (05)
☐ Petition re: arbitration award (11)
☐ Writ of mandate (02)
☐ Other judicial review (39)

**Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403)**
☐ Antitrust/Trade regulation (03)
☐ Construction defect (10)
☐ Mass tort (40)
☐ Securities litigation (28)
☐ Environmental/Toxic tort (30)
☐ Insurance coverage claims arising from the above listed provisionally complex case types (41)

**Enforcement of Judgment**
☐ Enforcement of judgment (20)

**Miscellaneous Civil Complaint**
☐ RICO (27)
☐ Other complaint *(not specified above)* (42)

**Miscellaneous Civil Petition**
☐ Partnership and corporate governance (21)
☐ Other petition *(not specified above)* (43)

2. This case ☐ is ☑ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
   a. ☐ Large number of separately represented parties
   b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
   c. ☐ Substantial amount of documentary evidence
   d. ☐ Large number of witnesses
   e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
   f. ☐ Substantial postjudgment judicial supervision
3. Remedies sought *(check all that apply)*: a. ☑ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☑ punitive
4. Number of causes of action *(specify)*: Six (6)
5. This case ☐ is ☑ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. *(You may use form CM-015.)*

Date: December 14, 2016
David W. Affeld
(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**
- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Form Adopted for Mandatory Use
Judicial Council of California
CM-010 [Rev. July 1, 2007]

CIVIL CASE COVER SHEET

Cal. Rules of Court, rules 2.30, 3.220, 3.400–3.403, 3.740;
Cal. Standards of Judicial Administration, std. 3.10
www.courtinfo.ca.gov

CM-010

## INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than $25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

### CASE TYPES AND EXAMPLES

**Auto Tort**
- Auto (22)–Personal Injury/Property Damage/Wrongful Death
- Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

**Other PI/PD/WD (Personal Injury/ Property Damage/Wrongful Death) Tort**
- Asbestos (04)
  - Asbestos Property Damage
  - Asbestos Personal Injury/ Wrongful Death
- Product Liability (*not asbestos or toxic/environmental*) (24)
- Medical Malpractice (45)
  - Medical Malpractice– Physicians & Surgeons
  - Other Professional Health Care Malpractice
- Other PI/PD/WD (23)
  - Premises Liability (e.g., slip and fall)
  - Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
  - Intentional Infliction of Emotional Distress
  - Negligent Infliction of Emotional Distress
  - Other PI/PD/WD

**Non-PI/PD/WD (Other) Tort**
- Business Tort/Unfair Business Practice (07)
- Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
- Defamation (e.g., slander, libel) (13)
- Fraud (16)
- Intellectual Property (19)
- Professional Negligence (25)
  - Legal Malpractice
  - Other Professional Malpractice (*not medical or legal*)
- Other Non-PI/PD/WD Tort (35)

**Employment**
- Wrongful Termination (36)
- Other Employment (15)

**Contract**
- Breach of Contract/Warranty (06)
  - Breach of Rental/Lease
    - Contract (*not unlawful detainer or wrongful eviction*)
  - Contract/Warranty Breach–Seller Plaintiff (*not fraud or negligence*)
  - Negligent Breach of Contract/ Warranty
  - Other Breach of Contract/Warranty
- Collections (e.g., money owed, open book accounts) (09)
  - Collection Case–Seller Plaintiff
  - Other Promissory Note/Collections Case
- Insurance Coverage (*not provisionally complex*) (18)
  - Auto Subrogation
  - Other Coverage
- Other Contract (37)
  - Contractual Fraud
  - Other Contract Dispute

**Real Property**
- Eminent Domain/Inverse Condemnation (14)
- Wrongful Eviction (33)
- Other Real Property (e.g., quiet title) (26)
  - Writ of Possession of Real Property
  - Mortgage Foreclosure
  - Quiet Title
  - Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

**Unlawful Detainer**
- Commercial (31)
- Residential (32)
- Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

**Judicial Review**
- Asset Forfeiture (05)
- Petition Re: Arbitration Award (11)
- Writ of Mandate (02)
  - Writ–Administrative Mandamus
  - Writ–Mandamus on Limited Court Case Matter
  - Writ–Other Limited Court Case Review
- Other Judicial Review (39)
  - Review of Health Officer Order
  - Notice of Appeal–Labor Commissioner Appeals

**Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)**
- Antitrust/Trade Regulation (03)
- Construction Defect (10)
- Claims Involving Mass Tort (40)
- Securities Litigation (28)
- Environmental/Toxic Tort (30)
- Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

**Enforcement of Judgment**
- Enforcement of Judgment (20)
  - Abstract of Judgment (Out of County)
  - Confession of Judgment (*non-domestic relations*)
  - Sister State Judgment
  - Administrative Agency Award (*not unpaid taxes*)
  - Petition/Certification of Entry of Judgment on Unpaid Taxes
  - Other Enforcement of Judgment Case

**Miscellaneous Civil Complaint**
- RICO (27)
- Other Complaint (*not specified above*) (42)
  - Declaratory Relief Only
  - Injunctive Relief Only (*non-harassment*)
  - Mechanics Lien
  - Other Commercial Complaint Case (*non-tort/non-complex*)
  - Other Civil Complaint (*non-tort/non-complex*)

**Miscellaneous Civil Petition**
- Partnership and Corporate Governance (21)
- Other Petition (*not specified above*) (43)
  - Civil Harassment
  - Workplace Violence
  - Elder/Dependent Adult Abuse
  - Election Contest
  - Petition for Name Change
  - Petition for Relief From Late Claim
  - Other Civil Petition

| SHORT TITLE: AG, LLP v. David Seyde, et al. | CASE NUMBER BC 6 4 3 9 6 2 |
|---|---|

# CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION (CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)

**This form is required pursuant to LASC Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.**

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? ☑ YES CLASS ACTION? ☐ YES LIMITED CASE? ☐ YES TIME ESTIMATED FOR TRIAL 10 ☐ HOURS/ ☑ DAYS.

Item II. Select the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

**Step 1:** After first completing the Civil Case Cover Sheet Form, find the main civil case cover sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

**Step 2:** Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

**Step 3:** In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Los Angeles Superior Court Local Rule 2.0.

**Applicable Reasons for Choosing Courthouse Location (see Column C below)**

1. Class Actions must be filed in the County Courthouse, Central District.
2. May be filed in Central (Other county, or no Bodily Injury/Property Damage).
3. Location where cause of action arose.
4. Location where bodily injury, death or damage occurred.
5. Location where performance required or defendant resides.
6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office.

**Step 4:** Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

| | A<br>Civil Case Cover Sheet Category No. | B<br>Type of Action<br>(Check only one) | C<br>Applicable Reasons - See Step 3 Above |
|---|---|---|---|
| Auto Tort | Auto (22) | ☐ A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death | 1., 2., 4. |
| Auto Tort | Uninsured Motorist (46) | ☐ A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist | 1., 2., 4. |
| Other Personal Injury/Property Damage/Wrongful Death Tort | Asbestos (04) | ☐ A6070 Asbestos Property Damage<br>☐ A7221 Asbestos - Personal Injury/Wrongful Death | 2.<br>2. |
| | Product Liability (24) | ☐ A7260 Product Liability (not asbestos or toxic/environmental) | 1., 2., 3., 4., 8. |
| | Medical Malpractice (45) | ☐ A7210 Medical Malpractice - Physicians & Surgeons<br>☐ A7240 Other Professional Health Care Malpractice | 1., 2., 4.<br>1., 2., 4. |
| | Other Personal Injury Property Damage Wrongful Death (23) | ☐ A7250 Premises Liability (e.g., slip and fall)<br>☐ A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)<br>☐ A7270 Intentional Infliction of Emotional Distress<br>☐ A7220 Other Personal Injury/Property Damage/Wrongful Death | 1., 2., 4.<br>1., 2., 4.<br>1., 2., 3.<br>1., 2., 4. |
| Non-Personal Injury/Property Damage/Wrongful Death Tort | Business Tort (07) | ☐ A6029 Other Commercial/Business Tort (not fraud/breach of contract) | 1., 2., 3. |
| | Civil Rights (08) | ☐ A6005 Civil Rights/Discrimination | 1., 2., 3. |
| | Defamation (13) | ☐ A6010 Defamation (slander/libel) | 1., 2., 3. |
| | Fraud (16) | ☐ A6013 Fraud (no contract) | 1., 2., 3. |
| | Intellectual Property (19) | ☐ A6016 Intellectual Property | 2., 3. |

| SHORT TITLE: | CASE NUMBER |
|---|---|
| AG, LLP v. David Seyde, et al. | |

| | A<br>Civil Case Cover Sheet Category No. | B<br>Type of Action<br>(Check only one) | C<br>Applicable Reasons -See Step 3 Above |
|---|---|---|---|
| Non-Personal Injury/Property Damage/ Wrongful Death Tort (Cont'd.) | Professional Negligence (25) | ☐ A6017 Legal Malpractice<br>☐ A6050 Other Professional Malpractice (not medical or legal) | 1., 2., 3.<br>1., 2., 3. |
| | Other (35) | ☐ A6025 Other Non-Personal Injury/Property Damage tort | 2.,3. |
| Employment | Wrongful Termination (36) | ☐ A6037 Wrongful Termination | 1., 2., 3. |
| | Other Employment (15) | ☐ A6024 Other Employment Complaint Case<br>☐ A6109 Labor Commissioner Appeals | 1., 2., 3.<br>10. |
| Contract | Breach of Contract/ Warranty (06) (not insurance) | ☐ A6004 Breach of Rental/Lease Contract (not Unlawful Detainer or wrongful eviction)<br>☐ A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence)<br>☐ A6019 Negligent Breach of Contract/Warranty (no fraud)<br>☐ A6028 Other Breach of Contract/Warranty (not fraud or negligence) | 2., 5.<br>2., 5.<br>1., 2., 5.<br>1., 2., 5. |
| | Collections (09) | ☐ A6002 Collections Case-Seller Plaintiff<br>☐ A6012 Other Promissory Note/Collections Case | 2., 5., 6.<br>2., 5. |
| | Insurance Coverage (18) | ☐ A6015 Insurance Coverage (not complex) | 1., 2., 5., 8. |
| | Other Contract (37) | ☑ A6009 Contractual Fraud<br>☐ A6031 Tortious Interference<br>☐ A6027 Other Contract Dispute(not breach/insurance/fraud/negligence) | 1., (2.) 3., 5.<br>1., 2., 3., 5.<br>1., 2., 3., 8. |
| Real Property | Eminent Domain/Inverse Condemnation (14) | ☐ A7300 Eminent Domain/Condemnation Number of parcels_____ | 2. |
| | Wrongful Eviction (33) | ☐ A6023 Wrongful Eviction Case | 2., 6. |
| | Other Real Property (26) | ☐ A6018 Mortgage Foreclosure<br>☐ A6032 Quiet Title<br>☐ A6060 Other Real Property(not eminent domain, landlord/tenant, foreclosure) | 2., 6.<br>2., 6.<br>2., 6. |
| Unlawful Detainer | Unlawful Detainer-Commercial (31) | ☐ A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction) | 2., 6. |
| | Unlawful Detainer-Residential (32) | ☐ A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction) | 2., 6. |
| | Unlawful Detainer-Drugs (38) | ☐ A6022 Unlawful Detainer-Drugs | 2., 6. |
| Judicial Review | Asset Forfeiture (05) | ☐ A6108 Asset Forfeiture Case | 2., 6. |
| | Petition re Arbitration (11) | ☐ A6115 Petition to Compel/Confirm/Vacate Arbitration | 2., 5. |

| SHORT TITLE: AG, LLP v. David Seyde, et al. | CASE NUMBER |
|---|---|

| | A Civil Case Cover Sheet Category No. | B Type of Action (Check only one) | C Applicable Reasons - See Step 3 Above |
|---|---|---|---|
| Judicial Review (Cont'd.) | Writ of Mandate (02) | ❑ A6151 Writ - Administrative Mandamus | 2., 8. |
| | | ❑ A6152 Writ - Mandamus on Limited Court Case Matter | 2. |
| | | ❑ A6153 Writ - Other Limited Court Case Review | 2. |
| | Other Judicial Review (39) | ❑ A6150 Other Writ /Judicial Review | 2., 8. |
| Provisionally Complex Litigation | Antitrust/Trade Regulation (03) | ❑ A6003 Antitrust/Trade Regulation | 1., 2., 8. |
| | Construction Defect (10) | ❑ A6007 Construction defect | 1., 2., 3. |
| | Claims Involving Mass Tort (40) | ❑ A6006 Claims Involving Mass Tort | 1., 2., 8. |
| | Securities Litigation (28) | ❑ A6035 Securities Litigation Case | 1., 2., 8. |
| | Toxic Tort Environmental (30) | ❑ A6036 Toxic Tort/Environmental | 1., 2., 3., 8. |
| | Insurance Coverage Claims from Complex Case (41) | ❑ A6014 Insurance Coverage/Subrogation (complex case only) | 1., 2., 5., 8. |
| Enforcement of Judgment | Enforcement of Judgment (20) | ❑ A6141 Sister State Judgment | 2., 9. |
| | | ❑ A6160 Abstract of Judgment | 2., 6. |
| | | ❑ A6107 Confession of Judgment (non-domestic relations) | 2., 9. |
| | | ❑ A6140 Administrative Agency Award (not unpaid taxes) | 2., 8. |
| | | ❑ A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax | 2., 8. |
| | | ❑ A6112 Other Enforcement of Judgment Case | 2., 8., 9. |
| Miscellaneous Civil Complaints | RICO (27) | ❑ A6033 Racketeering (RICO) Case | 1., 2., 8. |
| | Other Complaints (Not Specified Above) (42) | ❑ A6030 Declaratory Relief Only | 1., 2., 8. |
| | | ❑ A6040 Injunctive Relief Only (not domestic/harassment) | 2., 8. |
| | | ❑ A6011 Other Commercial Complaint Case (non-tort/non-complex) | 1., 2., 8. |
| | | ❑ A6000 Other Civil Complaint (non-tort/non-complex) | 1., 2., 8. |
| Miscellaneous Civil Petitions | Partnership Corporation Governance(21) | ❑ A6113 Partnership and Corporate Governance Case | 2., 8. |
| | Other Petitions (Not Specified Above) (43) | ❑ A6121 Civil Harassment | 2., 3., 9. |
| | | ❑ A6123 Workplace Harassment | 2., 3., 9. |
| | | ❑ A6124 Elder/Dependent Adult Abuse Case | 2., 3., 9. |
| | | ❑ A6190 Election Contest | 2. |
| | | ❑ A6110 Petition for Change of Name | 2., 7. |
| | | ❑ A6170 Petition for Relief from Late Claim Law | 2., 3., 4., 8. |
| | | ❑ A6100 Other Civil Petition | 2., 9. |

12/15/2016

| SHORT TITLE: AG, LLP v. David Seyde, et al. | CASE NUMBER |
|---|---|

Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

| REASON: CHECK THE NUMBER UNDER COLUMN C WHICH APPLIES IN THIS CASE | | | ADDRESS: |
|---|---|---|---|
| ☐1. ☑2. ☐3. ☐4. ☐5. ☐6. ☐7. ☐8. ☐9. ☐10. | | | 111 N. Hill Street |
| CITY: Los Angeles | STATE: CA | ZIP CODE: 90012 | |

Item IV. *Declaration of Assignment*: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Los Angeles Superior Court (Code Civ. Proc., § 392 et seq., and LASC Local Rule 2.0, subds. (b), (c) and (d)).

Dated: December 14, 2016

(SIGNATURE OF ATTORNEY/FILING PARTY)

**PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:**

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet form JC 982.2(b)(1).
4. Complete Addendum to Civil Case Cover Sheet form CIV 109 __________ (eff. Date).
5. Payment in full of the filing fee, unless fees have been waived.
6. Signed order appointing the Guardian ad Litem, JC form 982(a)(27), if the plaintiff or petitioner is a minor under 18 years of age, or if required by Court.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

12/15/2016

# EXHIBIT B

62

NOTICE SENT TO:

Affeld, David W., Esq.
Affeld Grivakes Zucker LLP
2049 Century Park East, Suite 2460
Los Angeles, CA 90067

FILED
Superior Court of California
County of Los Angeles
FILE STAMP

DEC 16 2016

Sherri R. Carter, Executive Officer/Clerk
By M. Alaniz, Deputy
M. Alaniz

## SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

AFFELD GRIVAKES LLP
Plaintiff(s),
VS.
DAVID SEYDE ET AL
Defendant(s).

CASE NUMBER
BC643962

## ORDER TO SHOW CAUSE HEARING

To the party/attorney of record:_

You are ordered to appear for an Order to Show Cause Hearing on February 23, 2017 at 8:30 am in Dept. 62 of this court, Central District, 111 North Hill Street, Los Angeles, California 90012, and show cause why sanctions should not be imposed for:

**Failure to file Proof of Service of [ ] Petition [✓] Summons and [✓] Complaint [ ] Cross-Complaint pursuant to California Rules of Court, rule 3.110(b) and (c) as to: ALL DEFENDANTS**

Failure to comply or appear may result in sanctions, pursuant to one or more of the following: California Rules of Court, rule 2.30, and rule 3.1340; Code of Civil Procedure sections 177.5, 575.2, 583.150, 583.310, 583.360, 583.410, 583.420, 583.430; and Government Code section 68608.

[✓] To avoid a mandatory appearance all required documents must be filed in [ ] this Dept [✓] Clerk's Office, Room 102 at least 5 court days prior to the date of the hearing.

[ ] The Court may infer from your failure to appear that possession of the premises is no longer at issue, and that your case is not entitled to preference in setting pursuant to Code of Civil Procedure section 1179a.

[ ] You are ordered to give notice of said hearing forthwith to any party served with summons and complaint prior to OSC Hearing and file a Proof of Service in this department or Clerk's Office at least 5 court days prior to the date of the hearing.

Dated: December 16, 2016

Michael P. Stern
Judicial Officer

## CERTIFICATE OF MAILING

I, the below named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Order to Show Cause Hearing upon each party or counsel named above by depositing in the United States mail at the courthouse in Los Angeles, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown above with the postage thereon fully prepaid.

Date: December 16, 2016

Sherri R. Carter, EXECUTIVE OFFICER/CLERK
By M. Alaniz, Deputy Clerk

# EXHIBIT C

62

NOTICE SENT TO:

Affeld, David W., Esq.
Affeld Grivakes Zucker LLP
2049 Century Park East, Suite 2460
Los Angeles, CA 90067

FILED
Superior Court of California
County of Los Angeles

DEC 16 2016

Sherri R. Carter, Executive Officer/Clerk
By M. Alaniz, Deputy
M. Alaniz

FILE STAMP

## SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

| | |
|---|---|
| AFFELD GRIVAKES LLP<br>Plaintiff(s),<br>VS.<br>DAVID SEYDE ET AL<br>Defendant(s). | CASE NUMBER<br>BC643962<br>**NOTICE OF CASE MANAGEMENT CONFERENCE** |

TO THE PLAINTIFF(S)/ATTORNEY(S) FOR PLAINTIFF(S) OF RECORD:

You are ordered to serve this notice of hearing on all parties/attorneys of record forthwith, and meet and confer with all parties/ attorneys of record about the matters to be discussed no later than 30 days before the Case Management Conference.

Your Case Management Conference has been scheduled for March 15, 2017 at 8:30 am in Dept. 62 at 111 North Hill Street, Los Angeles, California 90012.

**NOTICE TO DEFENDANT: THE SETTING OF THE CASE MANAGEMENT CONFERENCE DOES NOT EXEMPT THE DEFENDANT FROM FILING A RESPONSIVE PLEADING AS REQUIRED BY LAW.**

Pursuant to California Rules of Court, rules 3.720-3.730, a completed Case Management Statement (Judicial Council form # CM-110) must be filed at least **15 calendar days** prior to the Case Management Conference. The Case Management Statement may be filed jointly by all parties/attorneys of record or individually by each party/attorney of record. You must be familiar with the case and be fully prepared to participate effectively in the Case Management Conference.

At the Case Management Conference, the Court may make pretrial orders including the following, but not limited to, an order establishing a discovery schedule; an order referring the case to Alternative Dispute Resolution (ADR); an order reclassifying the case; an order setting subsequent conference and the trial date; or other orders to achieve the goals of the Trial Court Delay Reduction Act (Gov. Code, section 68600 et seq.)

Notice is hereby given that if you do not file the Case Management Statement or appear and effectively participate at the Case Management Conference, the Court may impose sanctions pursuant to LASC Local Rule 3.37, Code of Civil Procedure sections 177.5, 575.2, 583.150, 583.360 and 583.410, Government Code Section 68608 (b), and California Rules of Court 2.2 et seq.

Date: December 16, 2016

[signature]
Judicial Officer

## CERTIFICATE OF SERVICE

I, the below named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Notice of Case Management Conference upon each party or counsel named above:

[✓] by depositing in the United States mail at the courthouse in Los Angeles, California, one copy of the original filed herein in a separate sealed envelope to each address as shown above with postage thereon fully prepaid.

[ ] by personally giving the party notice upon filing the complaint.

Date: December 16, 2016

Sherri R. Carter, Executive Officer/Clerk
by M. Alaniz, Deputy Clerk

# EXHIBIT D

170.6

| NAME, ADDRESS, AND TELEPHONE NUMBER OF ATTORNEY OR PARTY WITHOUT ATTORNEY: | STATE BAR NUMBER | Reserved for Clerk's File Stamp |
|---|---|---|
| David W. Affeld<br>Affeld Grivakes LLP<br>2049 Century Park East, Suite 2460<br>Los Angeles, California 90067<br><br>ATTORNEY FOR (Name): Affeld Grivakes LLP v. Seyde, et al. | 123922 | FILED<br>SUPERIOR COURT OF CALIFORNIA<br>COUNTY OF LOS ANGELES<br>DEC 22 2016<br>Sherri R. Carter, Executive Officer/Clerk<br>By ________, Deputy<br>Shaunya Bolden |
| **SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES** | | |
| COURTHOUSE ADDRESS:<br>111 N. Hill Street, Los Angeles, California 90012 | | |
| PLAINTIFF:<br>Affeld Grivakes LLP | | |
| DEFENDANT:<br>David Seyde, et al. | | |
| **AFFIDAVIT OF PREJUDICE<br>PEREMPTORY CHALLENGE TO JUDICIAL OFFICER<br>(Code Civ. Proc., § 170.6)** | | CASE NUMBER:<br>BC 643962 |

FILED BY FAX

| Name of Judicial Officer | Dept./Div. Number |
|---|---|
| Hon. Michael L. Stern | 62 |
| ☑ Judge ☐ Commissioner ☐ Referee | |

I am a party (or attorney for a party) to this action or special proceeding. The judicial officer named above, before whom the trial of, or a hearing in, this case is pending, or to whom it has been assigned, is prejudiced against the party (or his or her attorney) or the interest of the party (or his or her attorney), so that declarant cannot, or believes that he or she cannot, have a fair and impartial trial or hearing before the judicial officer.

| I declare under penalty of perjury, under the laws of the State of California that the foregoing is true and correct. | | |
|---|---|---|
| Date:<br>December 22, 2016 | Signature of Declarant<br>[signature] | Affeld Grivakes LLP<br>(Name of Party)<br>☑ Plaintiff ☐ Cross Complainant<br>☐ Defendant ☐ Cross Defendant |

122122 1 5

# PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is: 2049 Century Park East, Suite 2460, Los Angeles, California 90067.

On December 22, 2016, I served the foregoing document(s) described as:

**AFFIDAVIT OF PREJUDICE PEREMPTORY CHALLENGE TO JUDICIAL OFFICER (CODE CIV. PROC., § 170.6)**

on interested parties in this action by placing the ☐ original ☒ true copy(ies) thereof enclosed in sealed envelopes as stated below.

| | |
|---|---|
| Brian Kennedy<br>1150 Tower Road<br>Beverly Hills, CA 90210 | Kennedy Outdoor Advertising, LLC<br>1150 Tower Road<br>Beverly Hills, CA 90210 |

☒ **(BY MAIL)** The envelope was mailed with postage thereon fully prepaid. As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☐ **(BY EMAIL)** I caused the attached document to be emailed to the above email address(es).

☐ **(BY HAND)** I caused the envelope to be hand-delivered to the recipient.

☒ **(STATE)** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on December 22, 2016 at Los Angeles, California.

Michelle A. Chong
[Print Name of Person Executing Proof]

[Signature]

12/22/2016

# EXHIBIT E

# SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

| | | | |
|---|---|---|---|
| DATE: 12/23/16 | | | DEPT. 62 |
| HONORABLE MICHAEL L. STERN | JUDGE | T. RICHARDSON | DEPUTY CLERK |
| HONORABLE | JUDGE PRO TEM | | ELECTRONIC RECORDING MONITOR |
| M. ALANIZ, C.A. | Deputy Sheriff | NONE | Reporter |

9:00 am BC643962

AFFELD GRIVAKES LLP
VS
DAVID SEYDE ET AL

PL. 170.6 M. STERN

Plaintiff Counsel

Defendant Counsel NO APPEARANCES

**NATURE OF PROCEEDINGS:**

PLAINTIFF AFFELD GRIVAKES LLP PEREMPTORY CHALLENGE AGAINST THE HONORABLE MICHAEL L. STERN, DEPARTMENT 62.

The Court reviews plaintiff Affeld Grivakes LLP Peremptory Challenge filed with the Court on December 22, 2016 pursuant to Section 170.6 of the Code of Civil Procedure and finds that the document was filed timely.

All future dates in this department are advanced and vacated.

Upon direction from Department 1, the above matter is reassigned from the Honorable Michael L. Stern, Department 62 to the Honorable Richard Fruin, Department 15.

If any appearing party has not yet exercised a peremptory challenge under Section 170.6 CCP, peremptory challenges by them to the newly assigned judge must be timely filed within the 15 day period specified in Section 170.6 CCP, with extensions of time pursuant to Section 1013 CCP if service is by mail. Previously non-appearing parties, if any, have a 15 day statutory period from first appearance to file a peremptory challenge (68616(1) Govt. Code).

Moving party to give notice.

MINUTES ENTERED
12/23/16
COUNTY CLERK

# SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 12/23/16

DEPT. 62

HONORABLE MICHAEL L. STERN JUDGE

T. RICHARDSON DEPUTY CLERK

HONORABLE JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

M. ALANIZ, C.A. Deputy Sheriff

NONE Reporter

9:00 am BC643962

AFFELD GRIVAKES LLP
VS
DAVID SEYDE ET AL

Plaintiff Counsel

Defendant Counsel NO APPEARANCES

PL. 170.6 M. STERN

**NATURE OF PROCEEDINGS:**

CERTIFICATE OF SERVICE/
NOTICE OF ENTRY OF ORDER

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Notice of Entry of the above minute order upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Los Angeles, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

Date: December 23, 2016

Sherri R. Carter, Executive Officer/Clerk

By: T. Richardson
T. RICHARDSON

DAVID W. AFFELD, ESQ.
2049 Century Park, East., Ste. 2460
Los Angeles, CA 90067

MINUTES ENTERED
12/23/16
COUNTY CLERK

# EXHIBIT F

AFFELD GRIVAKES LLP
David W. Affeld, SBN 123922
Christopher Grivakes, SBN 127994
2049 Century Park East, Suite 2460
Los Angeles, CA 90067
Telephone: (310) 979-8700
Fax: (310) 979-8701

Attorneys for Plaintiff Affeld Grivakes LLP

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF LOS ANGELES – STANLEY MOSK DIVISION**

| | |
|---|---|
| AFFELD GRIVAKES LLP, a California limited liability partnership,<br><br>Plaintiff,<br><br>vs.<br><br>DAVID SEYDE, *et al.*,<br><br>Defendants. | CASE NO. BC 643962<br><br>Assigned to the Hon. Richard Fruin, Dept. 15, for all purposes<br><br>**NOTICE OF STAY OF ACTION PENDING BUSINESS AND PROFESSIONS CODE §§ 6200 *et seq.* ARBITRATION** |

**TO THE COURT, ALL PARTIES, AND THEIR COUNSEL OF RECORD:**

**PLEASE TAKE NOTICE** that this matter is stayed pursuant to Business and Professions Code § 6201(c) because all of the defendants have filed for a non-binding fee arbitration against plaintiffs pursuant to Business and Professions Code §§ 6200 *et seq*.

DATED: January 12, 2017

AFFELD GRIVAKES LLP

By: [signature]

David W. Affeld

**PROOF OF SERVICE**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is: 2049 Century Park East, Suite 2460, Los Angeles, CA 90067.

On January 12, 2017, I served the foregoing document(s) described as:

**NOTICE OF STAY OF ACTION PENDING BUSINESS AND PROFESSIONS CODE §§ 6200 *et seq.* ARBITRATION**

on interested parties in this action as stated below:

Paul N. Crane
Kehr, Schiff & Crane, LLP
1888 Century Park East, No. 1150
Los Angeles CA 90067

by placing a true copy thereof enclosed in a sealed envelope addressed as stated in the attached service list. I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid.

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on January 12, 2017, at Los Angeles, California.

Michelle A. Chong
[Print Name of Person Executing Proof]

[Signature]

# EXHIBIT G

AFFELD GRIVAKES LLP
David W. Affeld, SBN 123922
Christopher Grivakes, SBN 127994
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Los Angeles, CA 90067
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Attorneys for Plaintiff Affeld Grivakes LLP

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF LOS ANGELES – STANLEY MOSK DIVISION**

| | |
|---|---|
| AFFELD GRIVAKES LLP, a California limited liability partnership,<br><br>Plaintiff,<br><br>vs.<br><br>DAVID SEYDE, *et al.*,<br><br>Defendants. | CASE NO. BC 643962<br><br>Assigned to the Hon. Richard Fruin, Dept. 15, for all purposes<br><br>**NOTICE OF RESUMPTION OF ACTION AFTER WITHDRAWAL OF BUSINESS AND PROFESSIONS CODE §§ 6200 *et seq.* ARBITRATION** |

**TO THE COURT, ALL PARTIES, AND THEIR COUNSEL OF RECORD:**

**PLEASE TAKE NOTICE** that the stay of this action based on a demand by defendants for an arbitration under Business and Professions Code §§ 6200 *et seq.* is no longer in effect, because the defendants withdrew their demand for the arbitration.

DATED: May 26, 2017 AFFELD GRIVAKES LLP

By: [signature]
David W. Affeld

**PROOF OF SERVICE**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is: 2049 Century Park East, Suite 2460, Los Angeles, CA 90067.

On May 26, 2017, I served the foregoing document(s) described as:

**NOTICE OF RESUMPTION OF ACTION AFTER WITHDRAWAL OF BUSINESS AND PROFESSIONS CODE §§ 6200 *et seq.* ARBITRATION**

on interested parties in this action as stated below:

Gregory J. Aldisert
Kinsella Weitzman Iser Kump & Aldisert, LLP
808 Wilshire Boulevard, 3rd Floor
Santa Monica CA 90401

by placing a true copy thereof enclosed in a sealed envelope addressed as stated in the attached service list. I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid.

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on May 26, 2017, at Los Angeles, California.

____________________________ ____________________________

[Print Name of Person Executing Proof] [Signature]